

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
COLUMBUS DIVISION**

KEITH HOBBS, individually and on behalf of
others similarly situated,

Plaintiff,

v.

APOLO INTERACTIVE, INC.

Defendant.

Case No. 4:19-cv-00057-CDL

JURY TRIAL DEMANDED

DECLARATION OF MIKE RANSHAW

I, Mike Ranshaw, having personal knowledge of the matters asserted herein, do hereby declare follows:

1. I am Apollo Interactive, Inc.'s Managing Director. I am over the age of 18, competent to testify in this action, and make this declaration from personal knowledge. I am familiar with Apollo Interactive, Inc.'s ("Apollo") business operations. I am also familiar, from training and experience, with internet operations, including Internet Protocol (IP) addresses and how they function.
2. Apollo, a California corporation, sells insurance "leads" to insurance companies. Apollo is paid a small commission for the contact information of each consumer who wants to buy insurance and consents to receive information.
3. Apollo operates BestAutoInsurance.com, a website designed to provide information and quotes about auto insurance.
4. Apollo records the information a consumer enters on Apollo's website using a video system that shows, in real time, the cursor moving over Apollo's screen and the data as it is entered.

Attached as Exhibit A are true and correct screenshots from a recording made on August 29, 2018 from the BestAutoInsurance.com website.

5. Apollo has access to the consumer's IP address which identifies the computer from which the consumer enters its information. And based on the IP address, Apollo knows the consumer's general geographic location while data is being entered.

6. As shown on Exhibit A, on August 29, 2018, at 3:57 EST, Keith Hobbs ("Hobbs") accessed BestAutoInsurance.com and entered his personal information, including details about his date of birth, car, insurance policy interests, educational background and employment status, phone number, and address.

7. He accessed the website from IP address 98.219.28.203, which is located in Georgia.

8. The BestAutoInsurance.com website provides consumers with auto insurance quotes.

9. As shown on Exhibit A, The BestAutoInsurance.com website contains a "Submit" button that users are to click when they submit their personal information. Below the "Submit" button is the following text:

By clicking the submit button, I agree to receive communications via automatic telephone dialing system or by artificial/pre-recorded message, or by text message from multiple insurance companies or their agents, this website, and partner companies at the telephone number I have provided. I understand that my consent is not required as a condition of purchasing any goods or services. Insurance companies or their agents that receive a quote request from this website or its partners companies may confirm my information through the use of a consumer report, which may include my credit score and driving record. I authorize and instruct this website and its partners companies to obtain a consumer report. I acknowledge that I have read and understand all of the Privacy Policy of this website and agree to be bound by them.

10. Hobbs clicked the submit button, agreeing to those terms.

11. On August 29, 2018, after Hobbs submitted his information on the BestAutoInsurance.com website, Apollo sent Hobbs a text message.

12. A true and correct copy of the BestAutoInsurance.com website Privacy Policy that was in force on August 29, 2018 is attached hereto as Exhibit B.

13. A true and correct copy of the BestAutoInsurance.com website Terms & Conditions that was in force on August 29, 2018 is attached hereto as Exhibit C.

14. A screenshot showing the homepage of the BestAutoInsurance.com website that was active on August 29, 2018 is attached hereto as Exhibit D. The BestAutoInsurance.com website Privacy Policy and Terms & Conditions are available via hyperlink from the homepage. The Privacy Policy and the Terms & Conditions each contain hyperlinks to the other.

15. Apollo does not call consumers at random in order to enter their information into its website nor does Apollo pay third parties to do so. Doing so would be economically unfeasible. Apollo would have to pay staff to call people and manually enter information into Apollo's website, a laborious process that would cost far more than Apollo could possibly earn in commissions.

16. Apollo does not pay commissions to anyone to manually enter information directly into Apollo's site.

17. Neither Apollo nor any third parties on its behalf called Hobbs before Hobbs consented to receive information.

I declare under penalty of perjury that the foregoing is true and correct.



Mike Ranshaw

7/31/2019
Date

EXHIBIT A



TrustedForm

Certificate of Authenticity

Certificate ID: f8ea39ea7744708e13cc8b27e67a2c734668bc09

This certificate was issued by TrustedForm.com from ActiveProspect, the independent Internet lead certification authority. It certifies the following information about this lead:

When did they visit?

Visit Date	August 29th, 2018
Visit Time	12:57:33 PM Pacific Standard Time
Time on page	3 minutes, 5 seconds

Where did they visit?

Page URL	https://www.bestautoinsurance.com/quotes/steps
----------	---

Who visited?

Remote IP Address	98.219.28.203
Geographic Location (Approximate)	Norcross, GA, United States
Browser	Chrome 51.0.2704
Operating System	Windows 7

What did they see?

TrustedForm captures a copy of the webpage as the consumer saw it. We call this the Snapshot. The Snapshot is a copy of the full HTML and images of the page that is stored on our server. This allows you to interact with the page as it existed at the time the consumer completed the form.

We were not able to generate an image preview for the snapshot. Please view the [snapshot directly](#).

Claims

Claimed on: August 29th, 2018 1:00:45 PM Pacific Standard Time

Reference

bai-12105771

Vendor

Apollo

Age

7 seconds

Share URL

<https://cert.trustedform.com/f8ea39ea7744708e13cc8b27e67...>

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Data, imagery and map information provided by MapQuest, OpenStreetMap and contributors.



1-855-403-6582

Step 1 Step 2 Step 3 Step 4 Step 5

Primary Vehicle Information

Vehicle Year *

Vehicle Make *

Vehicle Model *

Vehicle Trim *

Vehicle Ownership Status Owned Leased

Add another vehicle? Yes No

Next ▶

1-855-403-6582

Best auto insurance

Step 1 Step 2 Step 3 Step 4 Step 5 Step 6

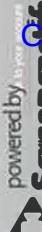
Driver Information

Approximate Daily Mileage (one way)	19
Approximate Annual Miles	7,500
In which state are you licensed?	GA
Gender	Male
Birthday	1984

Next ▶

<< Previous Step

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powered by  ScreenCast-O-Matic

Best auto insurance

01/27/03/05

Step 1 Step 2 Step 3 Step 4 Step 5

1-855-403-6582

Driver Information (Cont.)

Education Level	Some College
Occupation	Unemployed
Credit Rating	Excellent
Possession	Own Rent
SR-22 or SR-1 Filing Required	Yes No

Next

<< Previous Step

TrustedForm Certificate Video TrustedForm Certificate Video



TrustedForm Certificate Video
Video



1-855-403-6582

Step 4 Step 2 Step 3 Step 4 Step 1

Policy Information

Desired Coverage
Supplemental - \$250k/\$300k Injury, \$

Desired Comprehensive Deductible
\$500 (most common)

Desired Collision Deductible
\$500 (most Common)

Desired Medical Deductible
No Deductible

Do you currently have insurance?
 Yes No

Who is your insurance company?
Geico General Insurance

When does your current policy expire?
Aug 29 2018

How long have you had continuous coverage?
More than 1 year

[Back to your account](#)[TrustedForm](#)[Certificate](#)[Video](#)[Video](#)

1-855-403-6582



► 03:05 / 03:05

[Step 1](#) [Step 2](#) [Step 3](#) [Step 4](#) [Step 5](#)**Last Step!**

First Name *	Keith
Last Name *	Hobbs
Email *	247electricalco@gmail.com
Phone # *	706 761 7558
Address *	4613 Randall Drive
Zip *	31909 Change

Columbus, GA * Required information I'm interested in receiving a quote for Auto Warranty**Submit**

[Back to your account](#)[TrustedForm](#)[Certificate](#)[Video](#)[Video](#)

► ► 03/05 / 03:05

Phone # *

Address *

Zip * [Change](#)
Columbus, GA * Required information

I'm interested in receiving a quote for Auto Warranty

[Submit](#)

< < Previous Step

By clicking the submit button, I agree to receive communications via automatic telephone dialing system or by artificial/pre-recorded messages, or by text message from multiple insurance companies or their agents, this website, and partner companies at the telephone number I have provided. I understand that my consent is not required as a condition of purchasing any goods or services. Insurance companies or their agents that receive a quote request from this website or its partner companies may confirm my information through the use of a consumer report, which may include my credit score and driving record. I authorize and instruct this website and its partner companies to obtain a consumer report. I acknowledge that I have read and understand all of the Privacy Policy of this website and agree to be bound by them.

 Safe, Secure & Confidential

EXHIBIT B



Privacy

We are committed to protecting your privacy.

Any information we collect will be kept under technological lock and key, and used only to help you find the right insurance. Below you'll find our official privacy policy. If you have any additional questions about how we safeguard your information, email us at info@bestautoinsurance.com.

Web Site Privacy Policy

This is the privacy policy ("Privacy Policy") for the Best Auto Insurance site (the "Site"). This Privacy Policy sets forth our policies regarding the collection, use and disclosure of certain information relating to your use of the Site. Your use of this Site signifies your understanding and acceptance of the terms of this Privacy Policy.

This Privacy Policy is incorporated into, and part of, the Legal Info, which govern your use of the Site in general.

Age Requirement for Use of Site: This Site is not intended for use by persons under the age of 18 years old. You must be 18 years old or older to provide any personal information to the Site, or to us through the Site.

Domicile Requirement for Use of the Site: You represent and warrant that you are domiciled in the United States.

Collecting Information

Personally Identifiable Information

The Site may request and collect certain personally identifiable information including, but not limited to, Application Data and other personal information contained in User Submissions, through various means such as online forms, online applications, e-mail and comments submitted to the Site. Such information collected through the Site may include financial information, health-related information, and other sensitive information.

Non-Personally Identifiable Information

We may also collect certain non-personally identifiable information via the Site, such as Site usage activity and preferences, also known as demographic or profile data.

Why must you give so much personal information?

Insurance companies establish their rates using a variety of criteria. Since we deal with hundreds of companies, we must ask you questions required by all of them to determine the most competitive match for you.

Usage and Sharing:

We use information collected on and through this Site for a variety of purposes in the course of business and as otherwise set forth herein. For example, such information may be used to process your applications to receive quotations or to send you information about our and our affiliates' products and services and other information and materials that may be of interest to you. This information may also be used to evaluate what portions of the Site are more popular than others, determine where visitors came from, where they go, and how long they stay on a particular page, or the Site in general. We may match information collected from you through different means or at different times, and use such information along with information obtained from other sources, including third parties.

Application Data may be forwarded to insurance agents, discount program representatives, brokers and/or companies who may contact you with a quote by email, telephone, postal mail or other forms of communication. We are not responsible, and shall not be liable, if an agent, broker, discount program representative or company to whom we forward your Application Data violates our Privacy Policy or their own privacy policy, if any.

We may disclose your personal information to companies that perform technology or marketing services for us. We may also disclose your personal information to third party marketing companies who may send you offers for goods and services you may find of interest. We may transfer, sell or assign aggregate, non-personally identifiable information about Site usage to third parties. We may transfer, sell or assign personal information to third parties as a result of a sale of all or substantially all of our assets relating to this portion of our business or in connection with a merger, consolidation, change in control, reorganization or liquidation. We also reserve the right to disclose any information concerning you if required by law or to protect or defend our rights or the rights or well-being of our users or if you are involved (or are reasonably suspected to be involved) in any illegal activity, even without a subpoena, warrant or court order.

Security:

The application form on the Site supports encryption to help protect the security of your transfer of data to the Site. Although we will take all reasonable security precautions regarding information stored on the Site, due to the open nature of the Internet, we cannot guarantee that any information stored on our servers, or transmitted to or from a user, will be free from unauthorized access, and we disclaim any liability for any theft or loss of, unauthorized access or damage to, or interception of any data or communications. By using the Site, you acknowledge that you understand and agree to assume these risks.

Consent to Processing:

By providing any personal information to this Site, you fully understand and unambiguously consent to the transfer of such personal information to, and the collection and processing of such personal information in, the United States and other countries or territories.

By submitting this information you are authorizing Brokers, Agents, discount program representatives and/or Insurance Professionals in the Best Auto Insurance group to contact you directly with quotes via telephone, fax, and email, regardless of the presence of your phone number(s) on any local or national no-call list.

Links:

This Site may contain links or references to other Web sites outside of our control. Please be aware that we have no control over these sites and our privacy policy does not apply to these sites.

Your Acceptance of this Policy:

By using this Site, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our Site. We reserve the right, at our discretion, to change, modify, add, or remove portions from this policy at any time so visitors are encouraged to review this policy from time to time. Your continued use of our Site following the posting of changes to these terms means you accept these changes.

Should you have any other questions about our Privacy Policy or would like to unsubscribe from further use and sharing of your personal information, please email us at info@bestautoinsurance.com.



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EXHIBIT C



Terms & Conditions

Notice of Arbitration Agreement: These Terms & Conditions contain an Arbitration Agreement that may impact Your rights to use the courts to resolve disputes. Please carefully review the terms of the Arbitration Agreement below. If You do not wish to be bound by the Arbitration Agreement, do not use the Service as defined herein.

Notice of Class Action/Class Arbitration Waiver: These Terms & Conditions include a waiver of Your right to proceed with class actions or class arbitrations. Please carefully review Section XV(g) for details. If You do not wish to waive rights to class-based relief, do not use the Service.

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You may only use the Site if you are domiciled in the United States and you are 18 years old or older.

Services Available on the Site. Via the Site, we provide a service by which consumers can apply to receive insurance or discount program quotations from our network of insurance agents, brokers, discount program representatives and other service providers (the "Services"). We seek to provide valuable information that individuals can use to make their own decisions about insurance and discount programs. Once you provide us with the information needed to complete an on-line application, we will attempt to match you with appropriate insurance agents, brokers, discount programs or other companies.

We do not issue insurance contracts or bind coverage. We do not endorse or recommend any companies or insurance policies, and we do not provide insurance, tax or financial advice. We do not guarantee that any of the insurance agents, brokers and/or companies to whom we forward your application will contact you or agree to provide you coverage. We are not responsible in any way for the conduct of the insurance agents, brokers, discount program representatives and companies that are matched with your on-line application. If you would like personal advice or specific policy recommendations, you should consult with an insurance agent, broker, or other qualified professional.

We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Site or the Services, including, but not limited to, content, features or hours of availability. We may also impose limits on certain features of the Services or Site or restrict your access to part of or the entire Site without notice or penalty.

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You also warrant and agree that you shall not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes; (c) engage in spamming, flooding, harvesting of e-mail addresses or other personal information, spidering, "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information, or send chain letters or pyramid schemes via the Site; or (d) attempt to gain unauthorized access to other computer systems through the Site. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

You agree to defend, indemnify and hold the Site Proprietor and its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your misuse of the Site, your placement or transmission of any message, content, information, software or other materials through the Site, or your breach or violation of the law or of these Terms.

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Applicable Laws. We control and operate this Site from our offices in the United States of America. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access this Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Miscellaneous. The Terms and the relationship between you and us shall be governed by the laws of the State of California without regard to its conflict of law provisions. You agree that any use of action that may arise under the Terms shall be commenced and be heard in the appropriate court in the State of California. You agree to submit to the personal and exclusive jurisdiction of the courts located within the State of California. Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.



We are not an insurance agency and are not affiliated with any plan. We connect individuals with insurance providers and other affiliates (collectively, "partners") to give you, the consumer, an opportunity to get information about insurance and connect with agents. By completing the quotes form or calling the number listed above, you will be directed to a partner that can connect you to an appropriate insurance agent who can answer your questions and discuss plan options.

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EXHIBIT D

Best
auto insurance

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Menu Best by State Best by Make Best by Company Best Resources Types of Coverage About Pricing

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Best quotes. Best rates.

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Compare the best car insurance companies by ratings and customer reviews. Learn which company is best for you and save.

BEST BY STATE



select state ▾

Find the best auto insurers in your state. Learn the essential state policy requirements so you can get the best rates.

BEST BY MAKE



Compare makes and models of different auto manufacturers. Find the best insurance and coverage for the car you drive.

Best Auto Insurance | Cheap Car Insurance Quotes

Learn about Coverage, Companies, and Options to Save Money

Welcome to Best Auto Insurance, your source for cheap car insurance quotes from the best auto insurance companies. Our mission at Best Auto Insurance is to help you find the most affordable car insurance policy, and to get you the best coverage for you and your family. We provide you with instant access to a wide variety of auto insurance quotes from all of the companies you know and trust. Our goal is to not only to help you find affordable car insurance, but to make you an informed and educated consumer. You will learn about how auto insurance works, the differences between auto insurance in each state, what determines the cost of your policy and premium, the companies that offer auto insurance, and so much more.

Learn the Ins and Outs of Affordable Auto Insurance

Besides helping you get quick and easy access to car insurance quotes from a wide variety of auto insurance companies, Best Auto Insurance strives to inform and educate you on a wide variety of auto insurance topics. You can find articles covering auto insurance in all fifty states, or looking into the human-related or car-related factors that go into how much your auto insurance premium will be. These articles have been created so they will be informative, well-researched and easy to read. This way you can spend time learning about car insurance while shopping around for the coverage you need.

The Best Auto Insurance from the Leading Car Insurance Companies

Best Auto Insurance offers you the opportunity to find affordable auto insurance from the leading insurance companies, which include Nationwide, AAA and more. By filling out a simple form, in moments you can get a myriad of auto insurance quotes from companies you know well. These car insurance companies have years of experience in serving the needs of their customers, and offer affordable premiums to help give you and the family the coverage you not only want, but are legally required to possess in order to legally drive on the roads of your state.

The Best Auto Insurance from the Leading Car Insurance Companies

Best Auto Insurance offers you the opportunity to find affordable auto insurance from the leading insurance companies, which include Nationwide, AAA and more. By filling out a simple form, in moments you can get a myriad of auto insurance quotes from companies you know well. These car insurance companies have years of experience in serving the needs of their customers, and offer affordable premiums to help give you and the family the coverage you not only want, but are legally required to possess in order to legally drive on the roads of your state.

Affordable Auto Insurance for Your Peace of Mind

Having complete and comprehensive auto insurance is so important, as it covers not only the damage to your car, but the medical expenses of those who might be injured in an accident. Let Best Auto Insurance help educate and inform you about auto insurance, then use your knowledge to shop around for affordable auto insurance quotes from several insurance companies. Having auto insurance is essential, so use the tools and knowledge from Best Auto Insurance to help you choose the right policy for you and your family. Visit Affordable Health Quotes for You for [affordable health insurance](#).

Best Articles

- 15, 2014
[Collision Car Insurance vs. Liability Insurance](#)
- 1, 2014
[Should You Get Rental Car Insurance if Your Have Car Insurance?](#)

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Best Resources

Car insurance FAQs and information that you need to know.



Auto Insurance

- [By State of Residence](#)
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